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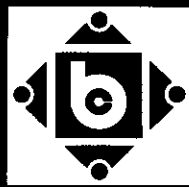


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NEWSLETTER

NATIONAL CENTER
FOR THE STUDY OF
COLLECTIVE BARGAINING
IN HIGHER EDUCATION
AND THE PROFESSIONS

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COLLECTIVE BARGAINING AND THE QUALITY OF WORK LIFE

"Without work all life goes rotten. But when work is soulless, life stifles and dies" — Albert Camus

"The purpose of work has not disappeared, as some believe. On the contrary, its purpose and meaningfulness have broadened. The difficulty lies in defining a new relationship between the individual and the broader purpose that work must now serve" — Aaron Levenstein, *Why People Work*

The days of unlimited mobility for academics are over; the reality being that most, if not all, of the professoriate will spend the rest of their professional lives teaching in the very institutions in which they are now employed. Although job listings abound in both *The New York Times* and *The Chronicle of Higher Education*, the limits of the academic marketplace are such that external mobility within academic ranks is virtually nonexistent and unless one embarks on a career in higher education administration, or leaves the academy altogether, mobility options are at an end for college faculty. The limits of mobility are even further reduced for tenured faculty as the risks involved in securing tenure at a new institution have become increasingly difficult due to economic and demographic constraints.

The limits of growth currently experienced in *academia* come at a time when Quality of Work Life (QWL) movements have been receiving widespread media coverage. While no statistics are readily available to either quantify or document the growth of QWL programs, observers and researchers need not travel far to encounter examples of these programs in the American work place. Specifically, QWL may be defined as changes in one's own work environment in order to improve morale, performance, stimulate motivation, and concomitantly raise productivity.

Without necessarily formalizing the process, or referring to it as QWL, more and more cooperative labor-management projects are being initiated. The purposes of this article are to examine the dynamics of QWL programs on unionized campuses and to analyze the dimensions of the problems associated with their development.

Assuming the validity of the mobility problem in higher education coupled with reductions in grants, fellowships, and sabbaticals, college professors have turned inward to their own work place to implement changes designed to improve their own work environment and their own quality of life. Fully aware that the Swedes were correct in their old adage,

"When the feedbox is empty, the horses will bite each other," college faculties and administrators are now seeking ways to initiate and develop QWL programs in their own particular institutions in order to ensure that campuses continue to be viable, energetic and challenging places for both students and faculty.

However, the collective bargaining process does provide a built-in mechanism whereby negative aspects in the work place which impact on morale or productivity can best be addressed. Newcomers to academic collective bargaining are often amazed at the hours spent negotiating such items as faculty parking, office space or telephone service. However, quite often it is these items that must first be satisfied in order to progress to more substantive and significant items. Furthermore, on several campuses contracts with other bargaining units, (support staff, clericals, maintenance and security) do contain QWL programs, thereby further stimulating faculty to seek similar benefits.

While the literature on QWL in higher education is limited, several authors have commented on the subject in general terms.

Lawler and Drexler, writing in the *Monthly Labor Review*, identified those forces both favoring and opposing the establishment of union-management QWL projects. They argue that the development of joint projects can best occur when both

TABLE OF CONTENTS

Quality of Work Life	p. 1
Faculty Election Results Still Undecided	p. 4
The Decennium Conference	p. 5
A Modest Attitudinal Survey on Ten Years of Collective Bargaining	p. 6
National Center News and Notes	p. 6

parties share similar goals. These include a strong commitment to the following:¹

- complementary goals
- reduction of resistance to change
- permanence of changes
- avoidance of legislation
- achieving non-economic benefits for employees
- more efficient decision-making

They acknowledge that increased participation in the decision-making process itself is often viewed as an improvement in QWL; yet, the crucial issue for academics is not a greater share in university governance and decision-making, for if there was ever a domain in which professors are involved, it is in the governance process.

As with most new programs, the forces opposing joint cooperative projects are often far more numerous than those supporting it. In this instance, the negative forces include:

- goal differences
- lack of a model
- lack of knowledge and experience
- past adversary relationships
- loss of power
- impact on contract rules
- time involved
- ambiguity of goals and outcomes
- lack of qualified consultants

In conclusion, Lawler and Drexler submitted that most of these problems can be overcome and although not all QWL programs succeed, the results thus far have been encouraging.

From a labor-management perspective, . . . none of the projects show evidence of the worst fears of either unions or management being realized. No unions have been decertified, no union leaders have lost power or elections, and no managers have been fired. . . .

R. M. Kanter urged management to become more aware of power sharing, and "... set up organization mechanisms that take real advantage of the potential benefit of the new work place." She argued for the incorporation of the following into the work place as a means of obtaining increased employee participation in QWL programs:²

- Helping people be effective by supporting their learning on the job and making them aware of the importance of their job;
- Counseling subordinates on career and growth opportunities in the organization;
- Creating problem-solving groups or task forces to work on key problems that impact on job performance;
- Finding out what information is needed to do the work and seeing that it is made available to employees;
- Giving employees more control over supplies, resources, and the legitimacy that they need to get their work done most effectively;
- Enhancing people's power by giving them more discretion to make decisions.³

Many of Kanter's suggestions can be found on college campuses. However, the need to sensitize all levels of the academic community to the above concepts remains.

While QWL programs are found in industrial and public

sector contracts, the threshold question of the relationship of QWL to academic collective bargaining is somewhat uncertain.

A search of the NCSCBHEP contract files reveals few specific references to QWL programs, however, many agreements contain clauses embracing proposals that collectively fall under the QWL umbrella. Included in this area are labor-management committees, faculty retraining, mid-career leaves, staff development, child rearing leaves, and sabbaticals.

Illustrative of this point is the agreement between the City University of New York and the Professional Staff Congress which provides for faculty development and retraining.

City University of New York - Faculty Development

33.1 As part of its total effort in the area of faculty development and retraining, the University agrees to develop and implement with the PSC programs that will prepare tenured and certificated classroom teaching staff in the titles Professor, Associate Professor, Instructor and Lecturer in the fields and disciplines in which the University anticipates changing programmatic needs. Programs directed toward meeting needs in the following areas will be considered: bilingual education, remedial instruction (basic skills), computer science, and individual research and grants.

33.2 Participation in the programs shall be voluntary. The Chancellor will consult with the President of the PSC regarding general guidelines for the development and implementation of the program. These programs shall be experimental and shall be evaluated by June 1982 and shall be developed on a no-cost basis.

33.3 Persons successfully completing said program or programs shall, upon request, be offered an interview for a specific position opening in the program field in which they have participated.

33.4 This Article shall not be subject to Article 20. (Complaint, Grievance and Arbitration Procedure).

Many agreements contain language providing for released time for staff development and special projects. The critical element appears to be the question "Is the work such that it

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Editor and Director of the Center: Joel M. Douglas

Executive Assistant to the Director: Evan G. Mitchell

Administrative Assistant: Ruby N. Hill

Librarian: Lisa Flanzraich

Research Bennett Gordon

Assistants: Steven Kramer

Alan Rosenberg

Address inquiries and contributions to the National Center for the Study of Collective Bargaining in Higher Education and the Professions, Baruch College, 17 Lexington Avenue, New York, N.Y. 10010. Telephone: (212) 725-3390.

cannot be completed during the regular work year?" The Los Rios Community College District Agreement provides for the following:

Los Rios Community College Staff Development

Released time for staff development - Purpose: To enable staff to engage in activities and projects which will further the educational purposes of the District and bring direct benefits to those being served by the District. Such activities will be of such a nature that the staff cannot be expected to complete them as part of their regular responsibilities."

The Collective Agreement at Macomb County Community College provides for the establishment of a professional growth fund with a stated amount of dollars allocated per teacher.

- Macomb County Community College

Professional Growth Fund - The Board shall establish a Professional Growth Fund in the amount of \$300.00 per teacher. Said fund shall be held by the college to defray the costs of any retraining leaves awarded in excess of the four. . . "

Furthermore, the parties at Macomb have developed an innovative staff retraining program which is especially crucial in these difficult economic times.

Staff Retraining

B. When there is neither a general decline in student population nor a substantial decrease in revenue of such magnitude that the end for which retraining is intended no longer exists, but where there is staff reduction because of program modification, course deletion or insufficient enrollment affecting a particular Department or Area, teachers affected shall have the right to retrain according to the conditions set below. Such retraining would be interpreted as a voluntary transfer for seniority purposes.

1. The Administration shall identify, by February 14, each discipline where insufficient work will probably exist during the next academic year and the number of faculty that will probably be unable to obtain a full load. All members of these disciplines will be provided with this information. The Administration shall also provide, by February 15, a list of all disciplines for which retraining is possible—and the maximum number of retraining leave applications that would be appropriate for those disciplines. The President of MCCCFO will also be provided with this information, as well as an opportunity to discuss this at service committee. MCCCFO shall have the right to add probable over-staffed disciplines and positions to the list of said disciplines and positions. . . .
5. Retraining leaves, excluding extensions, shall be at full pay. Extensions for a second year, without pay may be granted upon application to the Board. . . .
8. Faculty members on Retraining Leaves shall suffer no loss of seniority.
9. Faculty members returning from Retraining Leave shall have their base salary set at the amount it would have been if they had not taken a Retraining Leave.

Several agreements allow for job sharing; the requirements for these programs vary but generally include graduate study or the health and welfare of the faculty member involved. Language at the San Francisco Community College District is illustrative of this point.

San Francisco Community College - Partial Load Leave

Regular employees may be granted a reduction from their full workload requirements. Employees shall receive pay on a pro rata basis as the load reduction bears to his/her full load salary schedule placement . . . Retirement credit, if any, shall be in accordance with the retirement's program respective provisions. District paid insurance benefits shall be furnished as though the employee is on his/her full workload.

As part of a financial crisis, Temple University recently negotiated a plan with the AAUP Chapter in which tenured professor who were retrenched were given the option of receiving another year and a half in the University or take part in an early retirement plan. This plan provides that each professor who elects the early retirement option will receive one-third of a professor's salary for the next seven years, as well as continuation of social security, medical and insurance protection until the original projected retirement date.

Several agreements address the issue of staff development. While specific contract language is rarely cited, joint committees are often mentioned as the vehicle for establishing program legitimacy. While the Miami Dade Model set forth below is not a product of faculty collective bargaining, it is representative of a creative staff development program that is cognizant of faculty concerns over job security.⁴

Miami Dade Community College

Principle No. 1

No faculty member would lose his or her teaching position as a result of any changes in the course requirements.

Principle No. 2

Faculty members would be provided opportunities to participate in staff development activities to prepare themselves to teach the new interdisciplinary courses.

Principle No. 3

Responsibility for the development of the new core courses belongs to those who will implement the courses, the instructors.

Principle No. 4

The general education core courses are a part of the general education program; consequently, all faculty members involved in helping students attain the general education goals, regardless of their discipline areas and academic departments, have a right to participate in the core course development.

While the contract language and examples cited are not meant to be all inclusive it is apparent that both campus unions and administrators are becoming aware of the need to reshape, and in many instances, rethink negotiations priorities. It is in this context that QWL programs will grow as all parties, confronted with "burnout avoidance" seek to add new dimensions to their employment relationships.⁵

FOOTNOTES

1. Edward E. Lawler, III and John A. Drexler, Jr., "Dynamics of Establishing Cooperative Quality-of-Worklife Projects," *Monthly Labor Review* (March 1978), p. 24.

2, *Ibid.* p. 27.

3. R. M. Kanter, "Forces for Work Improvement in the Public Sector," *QWL Review* Vol. 1, No. 1 (1981), p. 8.

4. Jeffrey D. Lukenbill, "Faculty and Program Development Go Hand In Hand," *Community and Junior College Journal* (March 1982), p. 17.

5. For those interested in further discussion of QWL, the following readings are suggested:

Foy, Nancy and Gadon, Herman, "Worker Participation: Contrasts in Three Countries," *Harvard Business Review* (May-June 1976): 71.

Kerr, C. and Rosow, J. M. eds. *Work in America: The Decade Ahead*. New York: Van Nostrand. 1979.

Kochan, Thomas A. Lipsky, David V. and Dyer, Lee. "Collective Bargaining and the Quality of Work: The Views of Local Union Activists." *Proceedings of the Twenty-seventh Annual Winter Meeting, IRRA*. 1974.

Lawler, Edward E. III. "Should the Quality of Worklife be Legislated?" *The Personnel Administrator* (January 1976): 17.

Nadler, D. A., Hanlon, M. D. and Lawler, E. E. III. "Factors Influencing the Success of Labour-Management Quality of Worklife Projects," *Journal of Occupational Behavior* No. 1 (1980): 53.

Roueche, John E. "North American Consortium 1982 Annual Report." National Institute for Staff and Organizational Development. Austin, Texas, 1982.

Stoddart, L. ed. *Conditions of Work and the Quality of Working Life: A Directory of Institutions*. Geneva: International Labour Office, 1981.

White, Bernard J. "Innovations in Job Design: The Union Perspective." *Journal of Contemporary Business* (Spring 1977): 23.

Work in America: Report of a Special Task Force to the Secretary of Health, Education and Welfare. W. E. Upjohn Institute for Employment Research. Cambridge, Massachusetts: MIT Press, 1980.

FACULTY ELECTION RESULTS STILL UNDECIDED

The collective bargaining scene at California State University was thrown into further turmoil as neither competing agent received the necessary majority of the votes cast to become the duly certified bargaining agent in this recently held run-off election. The United Professors of California/AFT (UPC) received 19 more votes than its rival, The Congress of Faculty Associations/NEA/AAUP (CFA) out of the 13,433 ballots cast. Approximately 2,000 faculty who voted in last fall's agent election did not return their mail ballots, leaving observers to speculate that this group probably constituted the original 2,400 faculty who voted "no representation" in the last election.

The 2,000 "no representative" voters were acknowledged as the key to the run-off election and the failure of either agent to significantly convert this bloc into its column suggests that the vast majority of this group "walked away from the issue."

Neither agent lost any ground in terms of the total vote received; the UPC gained 157, while the CFA increased its total by 187.

Table One contrasts the election results between the fall 1981 election and the spring 1982 run-off. Of the 508 challenges filed, over 300 were filed by the University with the

TABLE ONE
CALIFORNIA STATE UNIVERSITY AND COLLEGE SYSTEM BARGAINING AGENT
RUN-OFF ELECTION RESULTS OF THE FACULTY UNIT

BARGAINING AGENT	FIRST ELECTION (DECEMBER 1981)		RUNOFF ELECTION (MAY 1982)		NET CHANGE	
	RAW VOTES	%	RAW VOTES	%	RAW VOTES	%
UNITED PROFESSORS of CALIFORNIA/ AMERICAN FEDERATION of TEACHERS	6316	40.9	6473	48.2	+157	+ 7.3
CONGRESS of FACULTY ASSOCIATIONS/ NEA, AAUP, CSEA	6267	40.6	6454	48.0	+187	+ 7.4
NO REPRESENTATIVE	2400	15.6	—	—	—	
CHALLENGED BALLOTS	441	2.9	508	3.8	+ 67	+ 0.9
TOTAL VALID BALLOTS	15424	100.0	13435	100.0	(1989)	
TOTAL MAILED BALLOTS	19329		19106		(223)	
% of VOTES CAST	80%		70%		(10%)	
VOID BALLOTS	28		158		+130	

Source: NCSCBHEP Research

UPC, the CFA and PERB filing the others. Estimates for resolution of these challenged votes range from six months to two years as any of the challenging parties may be entitled to a hearing on each disputed vote.

While the status of agent certification is still in doubt, several immediate options remain open to the parties. These include negotiations over the challenged ballots or restructuring the bargaining unit to resolve several of the challenges.

In two other bargaining unit run-off elections, agents were

certified. The UPC defeated the CFA to earn recognition status in the academic support unit by a vote of 486 to 414, while in the health care unit, the California State Employees Association (CSEA) defeated UPC by a vote of 120 to 69.

In sum, agents have either been certified and/or are conducting collective bargaining in six out of the seven CSU bargaining units. While the future of the faculty unit is still in doubt with respect to agent status, most experts believe bargaining will commence some time in late 1982.

THE DECENNIAL CONFERENCE

The "state of the art" in campus bargaining turns on *Yeshiva* and the lack of new enabling state legislation in the area of campus bargaining. This was the message which came through at the Tenth Annual Conference of NCSCBHEP, April 26-27, 1982. The theme for the conference, "Campus Bargaining at the Crossroads," proved prophetic as several speakers cited the halt in academic bargaining activities in higher education.

The Decennial Conference attracted a wide geographic distribution of attendees ranging from Hawaii to Maine and included a strong representation from Canada. Many attendees at the First Annual Conference were also present at the Tenth attesting to the viability and durability of campus negotiations.

National Center research found that fewer campuses were organized last year than ever before. In fact, only two new full time units came under collective bargaining. However, although the progress of collective bargaining has slowed on campuses, the negotiations process is now at a mature stage with a degree of sophistication lacking in past years. Collective bargaining in higher education is now firmly established as more than 400 institutions, 750 campuses and over 160,000 faculty are now organized. Many participants expressed the view that the maturing of collective bargaining relationships, accommodations that the parties made toward each other, the diminution of adversarial relationships in favor of collegiality, have all enhanced the "state of the art."

As part of the Decennial Conference theme, June Weisberger of the University of Wisconsin Law School presented a ten-year review of the significant case law associated with campus bargaining. She examined cases on both the local and national levels and made several observations as to the direction of the court in the next decade.

In his speech, Roger Fisher, Director of the Harvard University Negotiations Project and co-author of *GETTING TO YES* provided a common sense approach to the process of negotiations. He explained that agreements are reached more often than not informally rather than formally and that the important decisions are made when there are only two people in the room. He affirmed his belief in the principle of "Getting to Yes," stating that it is a means of using knowledge in business communications and is a system where both sides can win. Using the Falkland Islands crisis as an example, Fisher suggested that resolution has failed because Argentina and Great Britain have been stuck in their positions rather than advancing their interests.

There was some pessimism expressed by participants of the conference. In his assessment of campus bargaining, Kenneth P. Mortimer, professor of higher education at Pennsylvania State University, said "the growth of faculty collective bargaining at public colleges is coming to an end." This is due, he stated, to the fact that fewer states are now adopting enabling legislation to allow higher education collective bargaining.

Mortimer also felt that the U.S. Supreme Court decision in the *Yeshiva* case "has had a dampening effect on collective bargaining in the private sector," and has resulted in nearly half of the private institutions which had collective bargaining activity, making *Yeshiva*-like claims in an effort to avoid bargaining.

Mortimer's conclusions, based on a retrospective look at the past decade in bargaining, were summed up in these observations:

1. Good legal advice is bad academic advice.
2. It is impossible to separate the effects of collective bargaining from the effects of all other environmental turbulence higher education has experienced in the last 10-12 years.
3. The greatest mistake made by the parties in collective bargaining has been to go into the process without a clear sense of relative priorities.

Donald Zimmerman of the NLRB, analyzed the procedural problems associated with the resolution of the *Yeshiva* backlog currently before the Board. Since several of the outstanding cases are now in the NLRB "pipeline," he was prohibited from discussing the specifics of these, however, he did engage in an analytical presentation of the broad issues facing labor and management today.

Unionists at the conference presented the brighter side of the picture, noting the gains made under collective bargaining. Thomas Shipka, President of the Youngstown State University Chapter of Ohio Education Association, stated that he found that unions were much more beneficial than harmful to the institution of higher education. According to Shipka, "We should not ignore the impact of morale on performance and the linkage between morale on the one hand, and pay, workload and security on the other." He contended that a unionized faculty feels more secure, has a higher expectation of fair treatment and has greater confidence that it will receive its fair share of the institution's financial resources than a non-unionized faculty.

Roxanne Bradshaw of NEA dissected the New Right and its threat to collective bargaining. Mike Lehmann of the University of San Francisco presented the industrial model of academic collective bargaining. Nancy Hodes, New York State Governor's Office of Employee Relations and Nuala McGann Drescher of UUP discussed the use and abuse of part-timers. Ernest Gross and Ted Settle of Rutgers Institute of Management and Labor Relations spoke on managerial discretion, financial

exigency and reduction in force. Victor W. Sim of CAUT discussed the issue of whatever happened to academic freedom.

Restropectively, the Center has been a participant/observer in the first decade of campus bargaining; prospectively, the Center looks forward to the decade ahead.

A MODEST ATTITUDINAL SURVEY ON TEN YEARS OF COLLECTIVE BARGAINING

At our Decennium Conference we asked attendees to complete a brief survey pertaining to significant issues in academic collective bargaining. In assessing the responses to our questions, the following demographic patterns were noted:

Representatives of college administrations outnumbered union or faculty respondents; most were from four-year institutions; public sector representatives were in the majority.

When asked for an overview of the coming decade compared to the previous one in terms of academic collective bargaining, respondents demonstrated a lack of consensus in their expectations. Forty-one percent (41%) predicted there would be less confrontation in the 1980's, 33% reported there would be more confrontation, and 26% believed confrontation would remain about the same. Respondents seemed more optimistic when asked to comment on their own particular campuses. Forty-one percent (41%) expected less conflict at their campuses, 32% predicted the same amount, and 27% foresaw more conflict. Forty-seven percent (47%) expected more cooperation, 34% expected about the same level of cooperation, and only 19% predicted less cooperation on their campuses.

Perhaps, even more hopeful, is the fact that fully 70% of respondents predicted that the collective bargaining relationship at their campuses will mature, 20% believed it will remain about the same, and only 10% forecast a deterioration in the collective bargaining relationship.

One question asked conference attendees to assess their administrations' view on the faculty union's participation in campus governance. Thirty-six percent (36%) answered that the administration does not want union participation in governance while 30% responded that the administration is willing to share governance with the union as a somewhat less-than-equal partner. Twenty-one percent (21%) believed their administration wished to delegate to the union a strictly subordinate role while 8% stated that the union did not want a role in campus governance. Only 5% reported that their administrations would like the union to be an equal partner in governance.

In assessing the union's impact on faculty senates, 39% responded that a moderately cooperative relationship had developed, while 23% felt that the union had usurped the senate's prerogatives. Eighteen percent (18%) saw no impact at all and 11% saw a strong cooperative relationship. Nine percent (9%) of respondents reported no faculty senate at their campuses.

Perhaps, as a reflection of the preponderance of public sector representation, only 23% reported that the *Yeshiva* decision had been raised at their campuses and in all cases, reported that the administration used it as a tool in negotiations.

Finally, conferees were asked to indicate those issues which they felt were most significant in academic collective bargaining in the coming decade. These responses are presented in tabular form in descending order of attributed importance. All figures are percentages.

**TABLE TWO – ISSUES CONFRONTING
ACADEMIC COLLECTIVE BARGAINING IN 1980's**

ISSUES	SOMEWHAT OR VERY SIGNIFICANT	MINIMALLY OR NOT SIGNIFICANT
Retrenchment	92%	8%
Reaganomics	85%	15%
Erosion of Tenure	76%	24%
Use & Abuse of Part-timers	75%	25%
Shared Governance	74%	26%
Judicial Intervention	71%	29%
Academic Standards	67%	33%
Organizing the Unorganized	65%	35%
Extension of Collective Bargaining to Non-Faculty	50%	50%
Threat to Academic Freedom	44%	56%
Politics of the New Right	44%	56%

NATIONAL CENTER NEWS AND NOTES

1. CALL FOR PAPERS

The Eleventh Annual Conference of the National Center will be held in New York City in late April of 1983. We are interested in receiving suggestions for specific conference topics, as well as learning of research projects that you or your colleagues may be engaged in. Of particular interest are papers examining financial exigency, faculty retraining and quality of work like programs.

2. ANNUAL DIRECTORY

The 1982 *Directory of Faculty Contracts and Bargaining Agents*, Volume 8, is now available from the National Center. Single copies are available free of charge to Center members. The single copy price is \$10.00. Group discounts are available.

In order that we may continue to keep the *Directory* as complete and current as possible, please send us copies of your collective bargaining agreements as they become available.

3. BIBLIOGRAPHY

Volume 10 of the Center's *Bibliography* will be available July 1, 1982. We have once again reverted to an annual bibliography. This issue covers publications, articles, dissertations, court cases and reference tools associated with campus bargaining in 1981. Single copies are available free to Center members. Other may purchase the Bibliography for \$15.00 per copy.